

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM303860

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|---|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| New TR Acquisition Co. LLC | | 05/06/2014 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Credit Suisse AG, Cayman Islands Branch, as Collateral Agent | | |
| Street Address: | Eleven Madison Avenue | | |
| City: | NEW YORK | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10010 | | |
| Entity Type: | Bank: SWITZERLAND | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2983839 | | |
| Registration Number: | 3298658 | TAMARACK | |
| Registration Number: | 3745511 | TAMARACK | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2149813400 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 214-981-3483 | | |
| Email: | dclark@sidley.com | | |
| Correspondent Name: | Dusan Clark, Esq. | | |
| Address Line 1: | Sidley Austin LLP | | |
| Address Line 2: | 2001 Ross Avenue, Suite 3600 | | |
| Address Line 4: | Dallas, TEXAS 75201 | | |
| ATTORNEY DOCKET NUMBER: | 32513-50330 | | |
| NAME OF SUBMITTER: | Dusan Clark | | |
| SIGNATURE: | /Dusan Clark/ | | |
| DATE SIGNED: | 05/07/2014 | | |
| Total Attachments: 5 | | | |
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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of May 6, 2014 by and from **NEW TR ACQUISITION CO. LLC**, a Delaware limited liability company (the "Grantor"), to and in favor of **CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH**, as Collateral Agent for the Lenders (defined below) (the "Grantee").

WHEREAS, Grantor has entered into that certain Senior Secured Term A Credit Agreement, dated on or about March 7, 2014 (as may be amended, supplemented, extended, restarted or otherwise modified from time to time, the "Credit Agreement"), among Grantor, as Borrower, Grantee, as administrative agent and Collateral Agent, and the lenders party thereto (the "Lenders");

WHEREAS, Grantor has entered into that certain Mortgage, Leasehold Mortgage, Security Agreement, Assignment of Rents and Leases and Financing Statement, dated as of March 10, 2014 (as the same may be amended, supplemented, extended, restarted or otherwise modified from time to time, the "First Security Agreement"), among Grantee, as Collateral Agent for the Lenders, and Grantor, which First Security Agreement was duly recorded in Adams County, Idaho;

WHEREAS, Grantor has entered into that certain Mortgage, Leasehold Mortgage, Security Agreement, Assignment of Rents and Leases and Financing Statement, dated as of March 10, 2014 (as the same may be amended, supplemented, extended, restarted or otherwise modified from time to time, the "Second Security Agreement;" together with the First Security Agreement, the "Security Agreement"), among Grantee, as Collateral Agent for the Lenders, and Grantor, which Second Security Agreement was duly recorded in Valley County, Idaho;

WHEREAS, Grantor owns the trademarks listed on Exhibit A attached hereto (the "Tamarack Trademarks"), which Tamarack Trademarks are pending or registered with the United States Patent and Trademark Office;

WHEREAS, Grantor became the owner of the Tamarack Trademarks through a transfer of ownership by foreclosure, which transfer was recorded at the United States Patent and Trademark Office on March 26, 2014, at Reel 5244 Frame 0356;

WHEREAS, this Confirmatory Grant has been granted to confirm the security interests granted to Grantee under the Security Agreement in light of Grantor's acquisition of the Tamarack Trademarks. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, the Credit Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory payment and performance of all Secured Obligations. Upon the payment and performance in full of the Secured Obligations, Grantee shall promptly execute and deliver to Grantor a full satisfaction, in form appropriate for recording, releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Tamarack Trademarks; (2) all of Grantor's right, title and interest in and to trademarks obtained or hereafter acquired in connection with the Property, the Improvements and the FF&E (together with the Tamarack Trademarks, the "Trademarks"), together with (3) all proceeds and products of the Trademarks, (4) the goodwill associated with such Trademarks, and (5) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. Without regard to principles of conflicts of law, this Confirmatory Grant shall be construed under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such state and the laws of the United States of America. Notwithstanding the foregoing: (i) Idaho Law shall govern with respect to procedural and substantive matters relating to the creation, perfection, priority, and enforcement of the liens created by this Confirmatory Grant on the Trademarks, and (ii) if upon judicial foreclosure and sale in accordance with Idaho Law a deficiency exists, Grantor agrees that Grantee shall have the right to seek a deficiency judgment against Grantor.

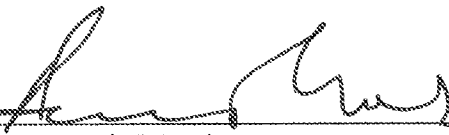
[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

NEW TR ACQUISITION CO. LLC,
a Delaware limited liability company

By: New TR Holdings LLC, a Delaware limited
liability company, its sole Member

By: _____
Name: Frederick Chin
Title: Authorized Signatory

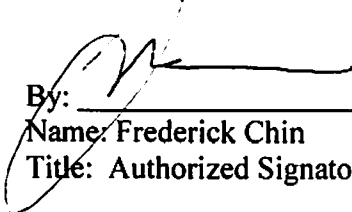
By:  _____
Name: Dennis Metzler
Title: Authorized Signatory

Signature Page to
Confirmatory Grant of Security Interest in United States Trademarks
(New TR Acquisition Co. LLC)

IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.




NEW TR ACQUISITION CO. LLC,
a Delaware limited liability company

By: New TR Holdings LLC, a Delaware limited
liability company, its sole Member

By: 
Name: Frederick Chin
Title: Authorized Signatory

By: _____
Name: Dennis Metzler
Title: Authorized Signatory

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS

| MARK | SERIAL NO. | DATE FILED | REG. NO. | DATE REG. |
|---|------------|---------------|----------|------------|
| <i>Design</i>  | 78195745 | 12/18/2002 | 2983839 | 08/09/2005 |
| TAMARACK <i>Stylized letters</i>  | 78195800 | 12/18/2002 | 3298658 | 09/25/2007 |
| TAMARACK <i>Stylized Letters</i>  | 78976225 | 12/18/2002 | 3745511 | 02/02/2010 |